

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ATLANTIS INFORMATION TECHNOLOGY,
GmbH

Plaintiff,

-against-

CA, INC.

Defendant.

Civil Action No.
06-CV-3921(JS)(ETB)

**DECLARATION OF
ALEXANDER GAUGLER IN
OPPOSITION TO DEFENDANT
CA'S MOTION FOR PARTIAL
SUMMARY JUDGMENT ON
PLAINTIFF'S CLAIM FOR
BREACH OF CONTRACT**

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ALEXANDER GAUGLER, pursuant to 28 U.S.C. §1746, declares as follows:

1. I am the Managing Director of Plaintiff Atlantis Information Technology, GmbH ("Plaintiff" or "Atlantis"). I respectfully submit this declaration in opposition to Defendant CA, Inc.'s ("Defendant" or "CA") motion for partial summary judgment on Plaintiff's claim for breach of contract.

2. I make this declaration based on my personal knowledge and/or review of Atlantis's records and, if called as a witness, I would testify competently as to the matters contained herein.

3. While attorney Meinhard Erben consulted with attorney William O'Brien regarding certain issues relating to the Settlement Agreement and Third Amendment, Mr. O'Brien did not participate in any negotiations thereof with CA.

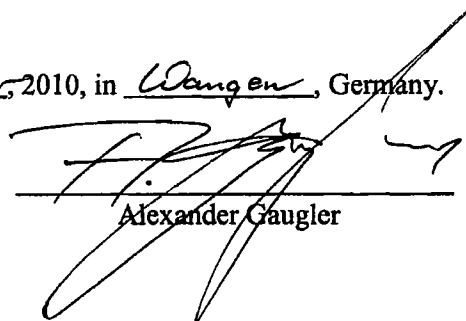
4. Attached hereto as **Exhibit A** is a true and correct copy of excerpts from my deposition, taken January 24 - 25, 2008.

5. Atlantis has always understood the word "use" in the phrase "In case a client uses the software on more than one (1) MACHINE" in the Third Amendment to refer to the rights

licensed to CA's customer to install and use the software for which CA's customers paid royalties to CA and not to actual use or installation.

Pursuant to 28 U.S.C. § 1746, I certify under penalty of perjury that the foregoing is true and correct.

Executed this 10 day of December, 2010, in Wangen, Germany.



Alexander Gaugler